

A. G. Contract No. KR912076TRD
ECS File: JPA 91-109
BLM File: A950-A1-0016
Project: H 2371 01D - 16D
Section: Rest Area Info Panels

INTERGOVERNMENTAL AGREEMENT
BETWEEN

THE STATE OF ARIZONA
AND

THE UNITED STATES BUREAU OF LAND MANAGEMENT

THIS AGREEMENT is entered into 1 October, 1991,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
UNITED STATES OF AMERICA, acting by and through its BUREAU OF
LAND MANAGEMENT (the "BLM").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The BLM is empowered by 43 United States Code 1701 as
amended to enter into this agreement and has resolved to enter
into this agreement and has authorized the undersigned to
execute this agreement on behalf of the BLM.

3. The BLM and the State desire to participate in the
design, construction and installation of public information
panels, generally in accordance with the Scope of Work, which
is attached hereto as Exhibit A and made a part hereof, at
approximately ten (10) public highway rest areas at various
locations throughout the State, at an estimated cost of
\$38,000.00, all at BLM expense, hereinafter referred to as the
Project.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:

NO. <u>16071</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>10/01/91</u>
<u>Richard Mahoney</u> Secretary of State
By <u>Vincent C. Cavanaugh</u>

II. SCOPE OF WORK

1. The State will:

- a. Be the lead agency in the Project.
- b. Provide design plans, specifications and such other documents required for construction bidding and construction. Incorporate BLM's review comments. Call for bids and, with the concurrence of BLM, award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Obtain BLM's concurrence on any contract modifications. Be responsible for any contractor claims for extra compensation attributable to the State.
- c. Upon completion, approve and accept the Project on behalf of the parties hereto, and provide maintenance.
- d. Invoice the BLM for the cost of the Project, in an amount estimated at \$38,000.00, generally as estimated in Exhibit A.

2. The BLM will:

- a. Review the design documents and provide comments as appropriate.
- b. Be responsible for any contractor claims for extra compensation attributable to the BLM.
- c. Reimburse the State for the reasonable cost of the Project, in an amount estimated at \$38,000.00, within thirty days after receipt of an invoice.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a Project contract, upon thirty (30) days written notice to the other party.
2. This agreement shall become effective upon filing with the Secretary of State.
3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.
4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. The State shall provide a claims process which is acceptable to the State and the BLM. Such process shall include a provision for arbitration.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E, Room 222E
Phoenix, AZ 85007

Bureau of Land Management
Arizona State Office
3707 North 7th Street
PO Box 16563
Phoenix, AZ 85011-6563

7. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

UNITED STATES OF AMERICA
Bureau of Land Management

STATE OF ARIZONA
Department of Transportation

By Jacqueline L. Summers
JACQUELLE L. SUMMERS
Assistance Officer

By Robert P. Mickelson
ROBERT P. MICKELSON
Deputy State Engineer

RESOLUTION

BE IT RESOLVED on this 14th day of August 1991, that I, CHARLES E. COWAN, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the U.S. Bureau of Land Management for the purpose of defining responsibilities for the design, construction and maintenance of public information panels to be installed at approximately ten rest area locations in the state.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.



s/ CHARLES E. COWAN
Director

EXHIBIT A
BUREAU OF LAND MANAGEMENT INFORMATION PANELS
SCOPE OF WORK

PHASE I Planning/Preliminary Design of Information Panel

1. Working with BLM personnel, determine the graphic approach the program will take, then oversee actual design sketches of each panel type, including recommended photo, illustration and text placement, as well as color specifications.
2. Research all subject matter for each panel, including locations of attractions and services to be featured on the panels, then prepare subject matter outlines for each panel.
3. Write draft texts and develop all other written information to be used in the panels, including photo schedules for all photos to be used.
4. Hold reviews of preliminary designs with appropriate state personnel.
5. Write final texts and captions for all panels and review them with state and BLM personnel.

PHASE II Preparation of Camera-Ready Art

1. After approval of panel designs, prepare actual artboards to be used in fabricating the panels.
2. Select photos to be used in all panels.
3. Review artboards and photos with appropriate state and BLM personnel.

PHASE III Supervision of Panel Fabrication/Installation

1. Meet with ADOT officials, BLM personnel and successful fabrication bidder in post award meeting to review scope of work and schedule, answer questions and familiarize fabricator with the project.
2. Oversee and coordinate silkscreening and photo processing for all panel prints, holding review and inspection with ADOT officials, BLM personnel and fabricator at fabricator's place of business before shipping of screen prints to embedder.

3. Oversee and coordinate embedding of all screen prints at embedder's place of business, inspecting all panels before shipping for installation.
4. Review and inspect all panels at each rest area following installation of entire system.

ASSUMPTIONS USED IN PREPARATION OF PROPOSED FEE

In preparing the attached scope of work and fee proposal for development of the Bureau of Land Management information panels to be installed at specified rest areas on Arizona's Interstate Highways, Consortium West has been cognizant of budgetary parameters delineated by BLM personnel. We have, therefore, sought means by which to limit costs to the greatest extent without sacrificing the quality of communication, design, or execution of the end product. To achieve this, we have made the following assumptions upon which the attached scope and proposed fee are based.

1. There will be two basic panel types -- discussions already held with BLM personnel have indicated the need for two types of information panels:
 - A. Panel # 1: Orientation/Information -- this panel would orient travelers to the particular public lands on which they are traveling or toward which they will be traveling, and would be installed at all rest areas designated for BLM displays. The panel would make travelers aware of the recreation opportunities available to them on BLM lands and how to get to points of interest and recreation sites. Other general information would be communicated on this panel.

Each panel would have certain "generic" elements, i.e., components that will be on all orientation/information panels. These include:

- *Title
- *BLM logo
- *Theme graphic
- *Background colors
- *Locations of photos, text, map, illustrations

Each panel would have all or any of the following elements that would change within the generic parameters:

- *Text
- *Map w/callouts
- *Photos w/captions
- *Illustrations

- B. Panel # 2: Interpretive -- In contrast to the orientation/information panel, this display would be more interpretive in nature, delving in greater depth into themes appropriate to particular rest areas. Although less generic, these panels would still have certain elements that would be the same, including:

- *Background color(s)
- *Locations of photos, text, map, illustrations
- *Logo

The interpretive panels would have the following elements that would change within generic parameters established in the design phase:

- *Titles
- *Texts
- *Maps
- *Photos
- *Theme graphics and illustrations

2. Inspections of installed panels would be conducted in conjunction with inspections of ADOT panels -- i.e., final inspections would wait until ADOT panels had been installed at particular rest areas.

DESIGNATED REST AREA/BLM DISPLAYS

Rest Area	No. of Panels	Total
-----	-----	-----
Sentinel	1 each side	2
Mohawk	1 each side	2
Burnt Well	1 each side	2
Bouse Wash	1 each side	2
Painted Cliffs	1 panel only	1
Sunset Point	1 panel only	1
Haviland	2 each side	4
San Simon	1 each side	2
Texas Canyon	1 each side	2
Canoa Ranch	1 panel only (Southbound)	1

	Total	19

BUREAU OF LAND MANAGEMENT INFORMATION PANELS
COST ESTIMATE

PHASE I Planning/Preliminary Design

<u>LABOR</u>	<u>HOURS/RATE</u>	<u>EXTENSION</u>
Project Manager/Planner	44 hrs @ 35	1,540.00
Copy Writer	20 hrs @ 20	400.00
Graphic Designer	40 hrs @ 25	1,000.00

Total, Labor		2,940.00
Overhead @ 53.5%		1,573.00
Expenses:		
* Materials, Equipment		120.00

Total, Phase I--Planning/Design		4,633.00

PHASE II Camera-Ready Artwork

<u>LABOR</u>	<u>HOURS/RATE</u>	<u>EXTENTION</u>
Project Manager/Planner	24 hrs @ 35	840.00
Paste-up Artist	25 hrs @ 12	300.00
Illustrator	18 hrs @ 20	360.00

Total, Labor		1,500.00
Overhead @ 53.5%		803.00
Expenses:		
* Materials, Equipment		280.00
* Travel		820.00

Total, Phase II -- Camera-Ready Artwork		3,403.00

PHASE III Supervision of Panel Fabrication/Installation

<u>LABOR</u>	<u>HOURS/RATE</u>	<u>EXTENSION</u>
Project Manager/Planner	48 hrs @ 35	1,680.00
Total, Labor		----- 1,680.00
Overhead @ 53.5%		899.00
Expenses:		
* Travel (2 trips)		1,940.00

Total, Phase III -- Supervision Fabrication/ Installation		4,519.00
Subtotal, All Phases		12,555.00
Profit @ 10.5% of labor and overhead		986.00

Total, Consortium West.....		\$13,541.00
Total, Cella Barr Associates (Prime @ 6% of Consortium West).....		812.00

Total, Design Consultant Fees.....		\$14,353.00
Cost for display cases.....		\$ 8,265.00
(19 @ \$435.00 each)		
Estimated costs for fabricated panels.....		\$15,200.00
(19 @ \$800.00 each)		-----
GRAND TOTAL FOR BLM PANELS.....		\$37,818.00


JPA 91-109
DETERMINATION

Arizona Contract No. JPA 91-109, which is an agreement between public agencies; to wit; the STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the UNITED STATES OF AMERICA, BUREAU OF LAND MANAGEMENT, has been reviewed by the undersigned attorney for the United States who has determined that it is in the proper form and within the powers and authority granted to the United States.

No opinion is expressed as to the authority of the State of Arizona to enter into said agreement.

DATED this 12th day of September, 1991

THE UNITED STATES OF AMERICA


Field Solicitor



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

~~XXXXXXXXXXXX~~
~~Robert M. Corbin~~

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. KR91-2076TRD, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 25th day of September, 1991.

GRANT WOODS
Attorney General

A handwritten signature in cursive script, reading "James R. Redpath".

JAMES R. REDPATH
Assistant Attorney General
Transportation Section